

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				<b>1. Contract ID Code</b> Firm-Fixed-Price		<b>Page 1 Of 6</b>	
<b>2. Amendment/Modification No.</b>  P00001		<b>3. Effective Date</b>  2001MAR22		<b>4. Requisition/Purchase Req No.</b>  SEE SCHEDULE		<b>5. Project No. (If applicable)</b>	
<b>6. Issued By</b> TACOM-ROCK ISLAND AMSTA-LC-CAC-B LINDA MAES (309)782-3657 ROCK ISLAND IL 61299-7630  EMAIL: MAESL@RIA.ARMY.MIL		<b>Code</b> W52H09	<b>7. Administered By (If other than Item 6)</b> DCMC PHILADELPHIA - READING 201 PENN STREET SUITE 201 READING PA 19601-4054  <div style="display: flex; justify-content: space-between;"><span>SCD C</span><span>PAS NONE</span><span>ADP PT SC1012</span></div>				<b>Code</b> S3912A
<b>8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)</b>  FIDELITY TECHNOLOGIES CORP 2501 KUTZTOWN ROAD READING PA 19605  TYPE BUSINESS: Other Small Business Performing in U.S.				<input type="checkbox"/>		<b>9A. Amendment Of Solicitation No.</b>	
				<input type="checkbox"/>		<b>9B. Dated (See Item 11)</b>	
				<input checked="" type="checkbox"/>		<b>10A. Modification Of Contract/Order No.</b>  DAAE20-01-D-0011	
				<input type="checkbox"/>		<b>10B. Dated (See Item 13)</b>  2001JAN31	
<b>Code</b> 0CJZ9		<b>Facility Code</b>					
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>							
<div><input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <div><input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.</div><p>Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. <b>FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.</b> If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p></div>							
<b>12. Accounting And Appropriation Data (If required)</b> NO CHANGE TO OBLIGATION DATA							
<b>13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS</b> It Modifies The Contract/Order No. As Described In Item 14.							
KIND MOD CODE: 7							
<input type="checkbox"/> <b>A. This Change Order is Issued Pursuant To:</b> The Contract/Order No. In Item 10A.		The Changes Set Forth In Item 14 Are Made In					
<input checked="" type="checkbox"/> <b>B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.)</b> Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).							
<input type="checkbox"/> <b>C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:</b>							
<input type="checkbox"/> <b>D. Other (Specify type of modification and authority)</b>							
<b>E. IMPORTANT:</b> Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the Issuing Office.							
<b>14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)</b>  SEE SECOND PAGE FOR DESCRIPTION          Contract Expiration Date: 2004DEC31							
<b>15A. Name And Title Of Signer (Type or print)</b>				<b>16A. Name And Title Of Contracting Officer (Type or print)</b> SUZANNE C. YACKLEY YACKLEYS@RIA.ARMY.MIL (309)782-1466			
<b>15B. Contractor/Offorer</b>  _____ (Signature of person authorized to sign)		<b>15C. Date Signed</b>		<b>16B. United States Of America</b>  By _____ /SIGNED/ (Signature of Contracting Officer)		<b>16C. Date Signed</b>	
NSN 7540-01-152-8070 PREVIOUS EDITIONS UNUSABLE				30-105-02		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> DAAE20-01-D-0011 <b>MOD/AMD</b> P00001	<b>Page</b> 2 <b>of</b> 6
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SECTION A - SUPPLEMENTAL INFORMATION  
The purpose of this modification is to accomplish the following:

Clause 52.209-4512 First Article Test (Contractor Testing) May 1994 is changed as follows: First Article shall consist of two (2) First Articles, Converter Assembly, P/N 12325150. This was agreed to during 02/13/01 teleconference between the government and the contractor. Clause FAR 52.209-3 First Article Approval (Contractor Testing) - Alternate II, is applicable and is already included in the contract (I-72, Page 22). These clauses contain instructions for submission of the First Article.

As a result of the accelerated delivery schedule for Delivery Order 0001, authorization was requested and approved for the contractor to purchase long lead material for the Converter Assembly. As a result, the following clause is added to the contract:

TACOM-RI 52.232.4506 - Progress Payment Limitation

All other terms and conditions remain unchanged.

\*\*\* END OF NARRATIVE A 003 \*\*\*

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> DAAE20-01-D-0011 <b>MOD/AMD</b> P00001	<b>Page</b> 3 <b>of</b> 6
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SECTION E - INSPECTION AND ACCEPTANCE

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1 CHANGED	52.209-4512 TACOM-RI	FIRST ARTICLE TEST (CONTRACTOR TESTING)	MAY/1994
a. The first article shall consist of:			
2 EACH CONVERTER ASSEMBLY, P/N 12325150			
which shall be examined and tested in accordance with contract requirements, the item specification(s), Quality Assurance Provisions (QAPs) and all drawings listed in the Technical Data Package.			
b. The first article shall be representative of items to be manufactured using the same processes and procedures and at the same facility as contract production. All parts and materials, including packaging and packing, shall be obtained from the same source of supply as will be used during regular production. All components, subassemblies, and assemblies in the first article sample shall have been produced by the Contractor (including subcontractors) using the technical data package provided by the Government.			
c. The first article shall be inspected and tested by the contractor for all requirements of the drawing(s), the QAPs, and specification(s) referenced thereon, except for:			
(1) Inspections and tests contained in material specifications provided that the required inspection and tests have been performed previously and certificates of conformance are submitted with the First Article Test Report.			
(2) Inspections and tests for Military Standard (MS) components and parts provided that inspection and tests have been performed previously and certifications for the components and parts are submitted with the First Article Test Report.			
(3) Corrosion resistance tests over 10 days in length provided that a test specimen or sample representing the same process has successfully passed the same test within 30 days prior to processing the first article, and results of the tests are submitted with the First Article Test Report.			
(4) Life cycle tests over 10 days in length provided that the same or similar items manufactured using the same processes have successfully passed the same test within 1 year prior to processing the first article and results of the tests are submitted with the First Article Test Report.			
(5) Onetime qualification tests, which are defined as a onetime on the drawing(s), provided that the same or similar item manufactured using the same processes has successfully passed the tests, and results of the test are on file at the contractor's facility and certifications are submitted with the First Article Test Report.			
d. The Contractor shall provide to the Contracting Officer at least 15 calendar days advance notice of the scheduled date for final inspection and test of the first article. Those inspections which are of a destructive nature shall be performed upon additional sample parts selected from the same lot(s) or batch(es) from which the first article was selected.			
e. A First Article Test Report shall be compiled by the contractor documenting the results of all inspections and tests (including supplier's and vendor's inspection records and certifications, when applicable). The First Article Test Report shall include actual inspection and test results to include all measurements, recorded test data, and certifications (if applicable) keyed to each drawing, specification and QAP requirement and identified by each individual QAP characteristic, drawing/specification characteristic and unlisted characteristic. The Government Quality Assurance Representative's (QAR) findings shall be documented on DD Form 1222, Request for and Results of Tests, and attached to the contractor's test report.Two copies of the First Article Test Report and the DD Form 1222 will be submitted through the Administrative Contracting Officer to the Contracting Officer with an additional information copy furnished to N/A.			
f. Notwithstanding the provisions for waiver of first article, an additional first article sample or portion thereof, may be ordered by the Contracting Officer in writing when (i) a major change is made to the technical data, (ii) whenever there is a lapse in production for a period in excess of 90 days, or (iii) whenever a change occurs in place of performance, manufacturing process, material used, drawing, specification or source of supply. When conditions (i), (ii), or (iii) above occurs, the Contractor shall notify the Contracting Officer so that a determination can be made concerning the need for the additional first article sample or portion thereof, and instructions provided concerning the submission, inspection, and notification of results. Costs of the first article testing resulting from production process change, change in theplace of performance, or material substitution shall be borne by the Contractor.			
(End of Clause)			

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(ES6031)

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

Status	Regulatory Cite	Title	Date
H-1 CHANGED	52.232-4506 TACOM-RI	PROGRESS PAYMENT LIMITATION	MAR/1988

Prior to first article approval, only costs incurred for the first article are allowable for progress payments; however, such payments shall not exceed twenty-five percent (25%) of the initial award value of the contract.

(End of Clause)

(HS6002)

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> DAAE20-01-D-0011 <b>MOD/AMD</b> P00001	<b>Page</b> 6 of 6
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SECTION I - CONTRACT CLAUSES

<u>Status</u> <u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1 CHANGED 52.209-3 II	FIRST ARTICLE APPROVAL-CONTRACTOR TESTING, ALTERNATE I AND ALTERNATE II	JAN/1997
(a) The Contractor shall test * unit(s) of Lot/Item * as specified in this contract. At least fifteen (15) calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.		
(b) The Contractor shall submit the first article test report within ** calendar days from the date of this contract to * marked 'FIRST ARTICLE TEST REPORT: Contract No.____,Lot/Item No.____.' Within thirty (30) calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.		
(c) If the first article is disapproved, the Contractor, upon Government request, shall repeat any or all first article tests. After each request for additional tests, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall then conduct the tests and deliver another report to the Government under the terms and conditions and within the time specified by the Government. The Government shall take action on this report within the time specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional costs to the Government related to these tests.		
(d) If the Contractor fails to deliver any first article report on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.		
(e) Unless otherwise provided in the contract, and if the approved first article is not consumed or destroyed in testing, the Contractor may deliver the approved first article as part of the contract quantity if it meets all contract requirements for acceptance.		
(f) If the Government does not act within the time specified in paragraph (b) or (c) above, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the Changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.		
(g) Before first article approval, the Contracting Officer may, by written authorization, authorize the Contractor to acquire specific materials or components or to commence production to the extent essential to meet the delivery schedules. Until first article approval is granted, only costs for the first article and costs incurred under this authorization are allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government. If first article tests reveal deviations from contract requirements, the Contractor shall, at the location designated by the Government, make the required changes or replace all items produced under this contract at no change in the contract price.		
(h) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the Offeror/Contractor and have been accepted by the Government. The Offeror/Contractor may request a waiver.		
(i) The Contractor shall produce both the first article and the production quantity at the same facility.		
* (See instructions regarding submission of First Article clause)		
** (See Schedule B)		
(End of Clause)		